E COPY

Office-Supreme Court, U.S.
FILED
DEC 22 1960
JAMES R. BROWNING, Clerk

No. 542

# In the Supreme Court of the United States

OCTOBER TERM, 1960

GRACE LINE, INC., PETITIONER

*v.*

FEDERAL MARITIME BOARD.

*ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT*

## BRIEF FOR THE UNITED STATES AND FEDERAL MARITIME BOARD IN OPPOSITION

J. LEE RANKIN,
*Solicitor General,*
ROBERT A. BICKS,
*Assistant Attorney General,*
IRWIN A. SEIBEL,
*Attorney,*
*Department of Justice, Washington 25, D.C.*

ROBERT E. MITCHELL,
*Assistant General Counsel,*
ROBERT J. BLACKWELL,
*Attorney,*
*Federal Maritime Board, Washington 25, D.C.*

# INDEX


| | Page |
|---|---|
| Opinions below | 1 |
| Jurisdiction | 1 |
| Question presented | 2 |
| Statute involved | 2 |
| Statement | 4 |
| Argument | 12 |
| Conclusion | 17 |


## CITATIONS

Cases:


| | |
|---|---|
| *Boynton* v. *Virginia*, No. 7, this Term, decided December 5, 1960 | 13 |
| *Consolo, Philip R.* v. *Grace Line, Inc.*, 4 F.M.B. 293 | 6, 14 |
| *Consolo, Philip R., and Banana Distributors, Inc.* v. *Grancolombiana*, 5 F.M.B. 633 | 8, 14 |
| *Express Cases*, 117 U.S. 1 | 16 |
| *Grace Line, Inc.* v. *Federal Maritime Board*, 263 F. 2d 709 | 9 |
| *Honeyman* v. *Oregon & California R. Co.*, 13 Ore. 352 | 16 |
| *In the Matter of Agreements 6210*, 2 U.S.M.C. 166 | 14 |
| *Lake Shore & Michigan Southern R. Co.* v. *Perkins*, 25 Mich. 329 | 16 |
| *Transportation by Mendez & Co.*, 2 U.S.M.C. 717 | 14 |
| *United States* v. *Baltimore & Ohio R. Co.*, 333 U.S. 169 | 13, 14 |

Statutes:


| | Page |
|---|---|
| Interstate Commerce Act, Sections 3(1) and 216(d), 49 U.S.C. 3(1) and 316(d) | 13 |
| Shipping Act, 46 U.S.C. 801, 812, 815: | |
| Section 1 | 2, 3, 15 |
| Section 14 | 2, 3, 4, 8, 10, 11, 12 |
| Section 15 | 5 |
| Section 16 | 2, 4, 8, 10, 11, 12, 13 |
| 5 U.S.C. 1034 | 4 |
| Miscellaneous: | |
| H.R. 15455, 64th Cong., 1st Sess | 15 |
| 53 Cong. Rec. 12,353 13,365, 13,426 | 15 |

# In the Supreme Court of the United States

OCTOBER TERM, 1960

---

No. 542

GRACE LINE, INC., PETITIONER

*v.*

FEDERAL MARITIME BOARD

---

*ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT*

---

## BRIEF FOR THE UNITED STATES AND FEDERAL MARITIME BOARD IN OPPOSITION

---

### OPINIONS BELOW

This case has been before the Court of Appeals twice. The Board's first Report (Pet. 1a–12a) is reported at 5 F.M.B. 278, and the first opinion of the Court of Appeals, dated February 13, 1959 (Pet. 13a–16a), is reported at 263 F. 2d 709. The Supplementary Report of the Board (Pet. 17a–34a) is reported at 5 F.M.B. 615, and the second opinion of the Court of Appeals, dated July 13, 1960 (Pet. 35a–52a), is reported at 280 F. 2d 790.

### JURISDICTION

The decision of the Court of Appeals was rendered on July 13, 1960, a timely petition for rehearing was denied on August 30, 1960 (Pet. 53a–54a), and the

Court's decree was entered on September 27, 1960 (R. 335). The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

## QUESTION PRESENTED

Petitioner, a common carrier by water, hauls over 150 different commodities northbound in the trade between the west coast of South America and the Atlantic coast of the United States. It is the only carrier which provides adequate service for the shipment of bananas from Ecuador to New York. In general, petitioner carries commodities, including perishable fruit, for all qualified shippers indiscriminately. The one exception is bananas. As to bananas (which it regularly carries on the same vessels along with the other commodities), petitioner has always made its facilities available only to preferred shippers, never to all qualified shippers indiscriminately.

The question presented is whether the Shipping Act, which declares that a common carrier by water shall not "unjustly discriminate against any shipper in the matter of * * * cargo space" (§ 14), or "subject any particular person * * * to any undue * * * disadvantage in any respect whatsoever" (§ 16), does not apply to petitioner's carriage of bananas because such carriage requires "special" handling and petitioner has chosen to except bananas from the commodities which it "holds itself out" as carrying for all qualified shippers indiscriminately.

## STATUTE INVOLVED

Sections 1, 14 and 16 of the Shipping Act, 46 U.S.C. 801, 812, 815, are reprinted in full at pp. 55a–58a of

the petition. Pertinent portions thereof are set forth below:

> SEC. 1. The term "common carrier by water in foreign commerce" means a common carrier, except ferryboats running on regular routes, engaged in the transportation by water of passengers or property between the United States or any of its Districts, Territories, or possessions and a foreign country, whether in the import or export trade: *Provided*, That a cargo boat commonly called an ocean tramp shall not be deemed such "common carrier by water in foreign commerce."
>
> * * * * * *
>
> The term "common carrier by water" means a common carrier by water in foreign commerce or a common carrier by water in interstate commerce on the high seas or the Great Lakes on regular routes from port to port.
>
> * * * * * *
>
> SEC. 14. No common carrier by water shall, directly or indirectly, in respect to the transportation by water of passengers or property between a port of a State, Territory, District, or possession of the United States and any other such port or a port of a foreign country—
>
> * * * * * *
>
> Fourth. Make any unfair or unjustly discriminatory contract with any shipper based on the volume of freight offered, or unfairly treat or unjustly discriminate against any shipper in the matter of (a) cargo space accommodations or other facilities, due regard being had for the proper loading of the vessel and the available tonnage; (b) the loading and landing of freight

in proper condition; or (c) the adjustment and settlement of claims.

* * * * * *

SEC. 16. * * *

It shall be unlawful for any common carrier by water * * *

First. To make or give any undue or unreasonable preference or advantage to any particular person, locality, or description of traffic in any respect whatsoever, or to subject any particular person, locality, or description of traffic to any undue or unreasonable prejudice or disadvantage in any respect whatsoever.

* * * * * *

## STATEMENT

This litigation was begun by the complaints of two shippers of bananas, filed with the Federal Maritime Board,[1] alleging that petitioner's practice of refusing them any space on its vessels from Ecuador to New York or other United States Atlantic ports and of allocating all of the space suitable for the carriage of bananas to three shippers constituted unjust discrimination in violation of Section 14 of the Shipping Act and subjected complainants to undue prejudice and disadvantage in violation of Section 16 of the Act (R. 4–8, 13–17).[2]

---

[1] The United States as well as the Federal Maritime Board is a respondent herein pursuant to 5 U.S.C. 1034. The Federal Maritime Board and its predecessors, the United States Maritime Commission (1936 to 1950) and the United States Shipping Board (1916 to 1936) are hereinafter referred to as the "Board."

[2] Complainants also sought reparations. However, it was agreed by all parties to defer that issue until the issue of liability had been determined.

A consolidated hearing on the two complaints was had before a Hearing Examiner, other banana shippers intervening in support and in opposition (R. 217). At this hearing, the following undisputed facts were established (R. 219):

Petitioner is the only United States flag operator offering a regular common carrier service between ports in Ecuador and ports on the Atlantic Coast of the United States. That service is an integral part of its common carrier service on Essential Foreign Trade Route 2, in the operation of which petitioner receives an operating-differential subsidy from the United States Government (R. 70, 219).[3]

In this service, petitioner operates vessels which carry over 150 commodities northbound on regular sailings (R. 219). These commodities are admittedly carried by petitioner as a "common carrier." (R. 62–63, 70, 72, 219.) As to these, therefore, petitioner does not assert a right to "unjustly discriminate" against any qualified shipper or to give any "undue preference" to any person. The one exception is bananas, which petitioner carries in substantial volume from Ecuador on the same vessels as the other commodities (R. 36, 70, 75, 219). As to these, petitioner does claim the right to pick and choose among qualified shippers (R. 222).

[3] Petitioner is also a member of the Association of West Coast Steamship Companies, a Conference approved by the Board under Section 15 of the Act, and operating in the trade between the West Coast of South America and the U.S. Atlantic Coast. The Conference is open only to "common carriers" (R. 219).

Petitioner began the carriage of bananas in 1934 and has built up its banana-carriage business to the point that bananas are the largest single commodity it carries northbound from Ecuador (R. 36, 70). Petitioner's carriage of bananas has always been by "special contract." Since 1953 all of the space on petitioner's vessels suitable for the carriage of bananas has been allocated to three shippers selected by petitioner (R. 220)[4] under contracts renewable at the option of petitioner (R. 36, 220). Each shipper having a contract loads petitioner's vessels at Guayaquil, Ecuador, at his own risk and expense, and unloading is done by petitioner at the risk, and for the account, of the shipper (R. 220).

The shipping and marketing of bananas, because of the nature of the commodity, require a carefully synchronized operation. The bananas must be loaded in refrigerated compartments (reefers), with which each of petitioner's vessels is equipped, and the temperature must be maintained within specified limits. Once cut from the plants, the bananas cannot remain in

---

[4] One of the three, Philip R. Consolo, secured his contract with petitioner only after filing a complaint with the Board. In that case the Board, on facts indistinguishable from the present case, issued a Report finding that petitioner as a common carrier was amenable to the proscriptions against discrimination contained in Sections 14 and 16 of the Act (R. 48–55). *Philip R. Consolo* v. *Grace Line, Inc.*, 4 F.M.B. 293. Before the Board entered an order, but following the issuance of the Report, and presumably as a result of the Report, petitioner gave Consolo a two-year contract for one reefer compartment on each combination vessel and one such compartment on each freighter. That contract was subsequently renewed.

marketable condition for more than about three weeks, during which time they continue to ripen, although reefers will slow down the process. There are no refrigerated warehouses in Guayaquil to delay the ripening process while the bananas await loading onto a ship (which is done from barges alongside). It is vital to the shipper to have his fruit reach the ultimate consumer as quickly as possible (R. 220). The shipper must therefore know in advance upon what space and ship he can rely to load and carry his shipment.

Among the commodities which petitioner also transports in the same vessels is Chilean fruit, which it carries in cold storage boxes.[5] This fruit, like bananas, is perishable, and requires "special arrangements" with the shippers (R. 221). Petitioner concedes that it does not have the right to pick and choose among qualified shippers of Chilean fruit, and in recognition of its duties makes an equitable apportionment of the space among shippers in proportion to the volume of their past shipments whenever the cargo offerings exceed the available vessel capacity. Petitioner also reserves at least 25 per cent of the available refrigerated capacity for new accounts (R. 139–140) and, contrary to its treatment of bananas, it does not restrict the movement of Chilean fruit to a few shippers with exclusive contracts.

[5] During times of space shortage, the Chilean fruit is sometimes carried under refrigeration in the same reefer compartments which are used for bananas (R. 60–61), thus reducing the space otherwise available for bananas (R. 221).

Petitioner is the only carrier which provides an adequate banana service from Ecuador to New York. Four other steamship companies carry bananas in this trade. Two of them, however, are proprietary carriers transporting only bananas which they themselves own; one of them is not a satisfactory banana carrier due to infrequent or irregular service; and the other, Grancolombiana Line,* calls at Philadelphia before New York City, substantially delaying its delivery of bananas to the latter port (R. 32–34, 76–77, 134–135, 219).

Both the Hearing Examiner and the Board came to practically identical conclusions (R. 206–207), namely, that petitioner was unjustly discriminating in violation of Sections 14 and 16 of the Shipping Act, in excluding qualified shippers from the use of reefer space and that it should cancel its existing contracts and henceforth apportion this space on a fair and reasonable basis under forward-booking arrangements (R. 206–207).

---

* Following the decision in the instant case, the Board, on similar facts, found that "in the operation of its freighter vessels between Ecuador and U.S. North Atlantic ports * * * [Grancolombiana Line] is a common carrier by water in the foreign commerce of the United States, and therefore is subject to the provisions of the Shipping Act and to the jurisdiction of this Board. It is of no moment that [Grancolombiana] has restricted its banana carryings to special contracts * * *." *Philip R. Consolo and Banana Distributors, Inc.* v. *Grancolombiana*, Docket Nos. 827, 841, 5 F.M.B. 633, 638.

That order is now the subject of a petition for review before the Court of Appeals for the District of Columbia Circuit, but proceedings therein have been held in abeyance pending determination of the instant case.

In its original Report, the Board rested its conclusion on the ground that bananas are "susceptible" to "common carriage" (Pet. 8a, R. 165). This holding was made because petitioner had relied almost exclusively on the argument that bananas were not as a practical matter "susceptible" to "common carriage" and consequently petitioner should not be required to carry them on that basis. On the evidence, the Board found to the contrary, concluding that there were not in fact extraordinary obstacles to petitioner's carrying bananas for all qualified shippers (Pet. 1a–12a).

On review, the Court of Appeals reversed and remanded, holding that whether or not bananas are "susceptible" of "common carriage" was an insufficient test since all, or nearly all, goods are "susceptible" of "common carriage". *Grace Line, Inc.* v. *Federal Maritime Board*, 263 F. 2d 709, 711 (Pet. 13a–16a).

Following remand, the Board issued a Supplementary Report (Pet. 17a–34a, R. 215–232),[7] in which it reaffirmed its conclusion that petitioner's allocation of the entire reefer space on its vessels to those banana shippers which petitioner selected, to the ex-

[7] Petitioner notes that upon remand the Supplementary Report and Order were issued without further hearing and on the same record (Pet. 9). Petitioner fails to point out, however, that the proceedings which led to the original Report and Order included lengthy hearing and full opportunity to all parties to make extensive argument. Nor does petitioner suggest that material facts are lacking or that any party requested further hearing or argument in the remanded proceedings.

clusion of other qualified banana shippers, violated Sections 14 and 16 of the Act. Petitioner is admittedly a common carrier, the Board noted, and the Act makes it unlawful for a common carrier to "unjustly discriminate against any shipper in the matter of * * * cargo space" (§ 14) or to "give any undue or unreasonable preference or advantage to any * * * person" (§ 16). Since "[t]he Act confers jurisdiction over *carriers*, specifically over 'common carriers' as distinguished from granting jurisdiction over types of *carriage*, i.e., common or contract * * *" (Pet. 28a), petitioner may not play favorites among otherwise qualified shippers in "the movement of any commodity * * *, regardless of the name the carrier uses in connection with it—or any part of it—" (Pet. 28a–29a). The Board accordingly rejected petitioner's contention that it may exempt its carriage of bananas from the ban against discrimination merely by singling out bananas for carriage on a "contract" basis (Pet. 26a–29a).

The Board recognized that a common carrier by water may limit its "holding out" so as to refuse to carry certain goods at all,* but it held that as to any goods which petitioner—a common carrier—undertakes to carry, it has a duty "to serve similarly situated shippers alike" (Pet. 28a, 29a).

The Board also acknowledged that there are difficulties in the transportation of bananas but found

---

*A common carrier might lawfully refuse to carry contaminating or malodorous materials, or dangerous commodities, or such other commodities as it might reasonably deem to be unsuitable for transportation.

that these were not insurmountable (Pet. 31a–32a) and are "not an excuse for a common carrier discriminating against some shippers in favor of a few" (Pet. 32a). At the same time, the Board, in recognition of the "special" handling required in the carriage of bananas, authorized petitioner to prescribe reasonable requirements to which prospective shippers must conform in order to qualify (Pet. 34a). These requirements include the posting of a performance bond by a shipper, and rules protecting petitioner against dead freight and against the risks and expenses of loading, stowage, and unloading (*ibid.*). The sufficiency of these requirements, which have been in force since 1957, has not been challenged.

The court of appeals, in an opinion by Judge Hand (Pet. 35a–40a) (Judge Moore dissenting, Pet. 40a–52a), upheld the position of the Hearing Examiner and the Board. It concluded that the authority conferred on the Board by the Shipping Act to enforce the ban against unjust discrimination by a common carrier extends to all goods which it carries. The court noted that Sections 14 and 16 of the Act in terms prohibit a common carrier from unjustly discriminating and giving an undue preference, and stated that it could see no reason to add to "common carrier" the qualifying phrase "while acting as such" and thereby to give a person, admittedly a common carrier, the right to discriminate as to a portion of the goods it regularly carries. The court observed that "'a common carrier by water' does not cease to be such because it chooses to make an exception as to a part of the goods that it accepts" (Pet. 40a). The

court recognized that certain goods, such as bananas, may require "special" carriage and that therefore the carrier may prescribe reasonable requirements to which a shipper must conform (Pet. 39a). But "[a]ll that is here involved is that, if a shipper qualified, he may not be denied space at the pleasure, and for the profit, of the carrier" (*ibid.*).

ARGUMENT

Petitioner repeatedly states the issue in very broad terms—whether the Shipping Act extends to "all" activities of a common carrier by water (Pet. 2-3, 5, 10, 11, 13, 15, 23). The issue is rather the much narrower one of whether the anti-discrimination provisions of the Act (§§ 14 and 16) do not apply to a common carrier's carriage of a particular commodity merely because the carrier, although having undertaken to carry the commodity, has not undertaken to carry it for all who qualify. On this issue, the decision below is plainly correct and in accord with the views of this Court concerning the effect of similar provisions of the Interstate Commerce Act. Further review by this Court is therefore not warranted.

The Shipping Act, in so many words, prohibits a common carrier from engaging in the kind of conduct here involved. The Act makes it unlawful for a common carrier by water "directly or indirectly", to "unjustly discriminate against any shipper in the matter of (a) cargo space accommodations or other facilities * * *" (§ 14, Fourth, *supra*, p. 3), or to give "any undue or unreasonable preference or advantage to any particular person * * * in any respect whatso-

ever, or to subject any particular person * * * to any undue or unreasonable prejudice or disadvantage in any respect whatsoever" (§ 16, First, *supra*, p. 4). The court below read the statute as written. It could see no reason to qualify the language by adding to "common carrier" the phrase "while acting as such" and thereby to relieve one admittedly a common carrier of the duty not to discriminate as to a portion of the goods it regularly carries.

This refusal of the court below to narrow the scope of the statutory ban against discrimination accords with this Court's views with respect to the similar provisions contained in §§ 3(1) and 216(d) of the Interstate Commerce Act, 49 U.S.C. 3(1), 316(d). See *United States* v. *Baltimore & Ohio R. Co.*, 333 U.S. 169, 175 and cases cited; cf. *Boynton* v. *Virginia*, No. 7, this Term, decided December 5, 1960. In the *Baltimore & Ohio* case, *supra*, a stockyards company owned a segment of a railroad spur track. Under the terms of a contract between it and a common carrier by rail, the carrier could freely use the segment as part of its line for delivery of all commodities except livestock, but was precluded from using the segment for delivery of livestock, thereby placing the shippers served by the spur track at a disadvantage with nearby competitors whose sidings were served without use of the segment owned by the stockyards company. The Court held that the statutory language and policy against discrimination are of such broad scope that the carrier was under a duty to comply, notwithstanding the requirements of its contract with the track

owner, and that the latter could not legally enforce conditions which interfere with performance of the carrier's statutory duty. In refusing to limit the commands of the statute against discriminatory transportation services, the Court stated (333 U.S. at 175):

> The [Interstate Commerce] Act, and all amendments to it, have aimed at wiping out discriminations of all types, * * * and language of the broadest scope has been used to accomplish all the purposes of the Act. * * *

The anti-discrimination provisions of the Shipping Act are at least equally broad in scope, and we submit that the court below was plainly correct in refusing to narrow the protection they afford.

On the issue of discrimination between shippers, the Board has consistently taken the position that a common carrier is under a duty to treat alike all who qualify, regardless of the label, "contract" or otherwise, the carrier may attach to the carriage of a particular commodity.[9] *Philip R. Consolo* v. *Grace Line, Inc.*, 4 F.M.B. 293; *Philip R. Consolo and Banana Distributors, Inc.* v. *Grancolombiana*, 5 F.M.B. 633.[10] Cf. *In the Matter of Agreements 6210*, 2 U.S.M.C. 166; *Transportation by Mendez & Co.*, 2 U.S.M.C. 717. In *Consolo* v. *Grace Line, Inc.*, *supra*, in reaching a result identical with that reached here in connection with an earlier request by a banana shipper for space

[9] Although petitioner has charged the Board with inconsistency (Pet. 31), it has failed to point to a single case in which the Board has allowed a common carrier to discriminate between shippers.

[10] See note 6, *supra*, p. 8.

on petitioner's ships from Ecuador to the United States,[11] the Board stated (4 F.M.B. at 300):

> Respondent admits that it has undertaken to carry general cargo from Ecuador to the United States for all persons indifferently, and has for many years done so on its combination and freighter vessels. We think this admitted fact is determinative of this proceeding and that, in spite of special arrangements of whatever sort, respondent may not lawfully * * * grant to any shipper on such vessel * * * special advantages not accorded to all persons indifferently.

Petitioner's reliance on legislative history (Pet. 20–22) is misplaced. The legislative discussion related to the intent of Congress not to include within the Board's regulatory jurisdiction bailees for hire, so-called tramp steamers, including ore carriers on the Great Lakes (53 Cong. Rec. 12,353, 13,365, 13,426).[12]

---

[11] See note 4, *supra*, p. 6.

[12] Section 1 of the Act (46 U.S.C. 801) defines "common carrier by water in foreign commerce" to mean "a common carrier, except ferryboats running on regular routes, engaged in the transportation by water of passengers or property between the United States * * * and a foreign country * * *: *Provided*, That a cargo boat commonly called an ocean tramp shall not be deemed such 'common carrier by water in foreign commerce.'" As originally passed by the House (H.R. 15455, 64th Cong., 1st Sess.), the definition did not contain the proviso which states that ocean tramps are not common carriers. The proviso was added by the Senate because of fear that, as drafted, the bill might give the Board regulatory jurisdiction over tramp steamers, including ore carriers on the Great Lakes (53 Cong. Rec. 13,365).

But the issue here is not whether petitioner is a common carrier or a tramp steamer; petitioner is admittedly a common carrier. And legislative history supports the view that tramp steamers are the only carriers, other than ferry boats, which Congress intended to exclude from the Board's jurisdiction.

Of all the cases cited by petitioner (other than the Board decisions referred to above, p. 14), none involved discrimination, with the possible exception of two cases—*Express Cases*, 117 U.S. 1, and *Lake Shore & Michigan Southern R. Co.* v. *Perkins*, 25 Mich. 329. Neither of these cases was under the Shipping Act, nor did either concern the problem of shippers competing for space granted to a preferred shipper. *Express Cases, supra*, decided in 1885, concerned the relationship between the railroads and another group of common carriers—express companies. The *Perkins* case, *supra*, decided in 1872, concerned the question of whether, with respect to carriage of livestock, a railroad which carried for all shippers alike could by contract relieve itself of the standard of care imposed on common carriers. But the Michigan court, which permitted such a contract, was in a minority as to this question. See *Honeyman* v. *Oregon & California R. Co.*, 13 Ore. 352, 355.

Contrary to the suggestion contained in petitioner's statement of its second question (Pet. 3) and of its second point (Pet. 24, 29), the court below did not defer to the ruling of the Board regarding the scope of the Act, although it did indicate (Pet. 39a) that

the Board was better qualified to decide relevant issues of maritime policy.[13]

## CONCLUSION

It is respectfully submitted that the petition for a writ of certiorari should be denied.

J. LEE RANKIN,
*Solicitor General.*

ROBERT A. BICKS,
*Assistant Attorney General.*

IRWIN A. SEIBEL,
*Attorney.*

ROBERT E. MITCHELL,
*Assistant General Counsel,*

ROBERT J. BLACKWELL,
*Attorney,*
*Federal Maritime Board.*

DECEMBER 1960.

---

[13] Petitioner also makes much of the fact that bananas require a "special" kind of carriage (Pet. 6, 7, 13). But this fact does not relieve it of the duty not to discriminate. The specialized problems in the transportation of bananas may justify petitioner in imposing special conditions upon its carriage, as the Board here authorized it to do. But, since petitioner's ships concededly are general common carriers in the trade, these conditions, under the Act, may not be discriminatory or prejudicial among shippers.

U. S. GOVERNMENT PRINTING OFFICE: 1960